



Terms and Conditions for the Access and Use of CentoLSD™

1. GENERAL/DESCRIPTION OF THE CENTOLSD™ WEBSITE AND DATABASE

CENTOGENE AG, Am Strande 7, 18055 Rostock, Germany (hereinafter referred to as "CENTOGENE") offers the CentoLSD™ Website (hereinafter referred to as the "Website") providing access to the CentoLSD™ Database (hereinafter referred to as the "Database"). The web-based interface of the Database and the underlying software (hereinafter referred to as the "Software") enable users involved in the clinical interpretation of tests on GBA and GLA genetic changes, to search the Database for test results on these and respective clinical annotation and variant classification stored in the Database (hereinafter the "Collected Data").

2. DATABASE UPDATES AND MAINTENANCE/ AVAILABILITY

Each user acknowledges that the Database and the Software are subject to continuous improvement and updating, and are maintained and updated on a regular basis (hereinafter referred to as "Regular Maintenance"). In addition, due to the specific nature of the Database and Software, unscheduled maintenance and/or updates may become necessary from time to time, which require the Database to be offline (hereinafter referred to as "Unscheduled Maintenance"). This said, the user acknowledges that due to the specific nature of the Database CENTOGENE can neither guarantee, nor undertake a respective obligation to provide for a fixed average rate of availability of the Database and or Software.

3. RIGHTS OF USE OF THE WEBSITE, DATABASE, SOFTWARE

- 3.1 All content of the Website (including text, designs, graphics, logos, icons, images, audio files, downloads, interfaces, codes and software and any part or combination of the foregoing), and all other documents and materials you receive from CENTOGENE (hereinafter collectively referred to as "Material") are protected by copyright and/or trademark laws and other applicable laws in favor of CENTOGENE and/or its licensors and may be used only in accordance with the terms and conditions laid down and these GTC. CENTOGENE reserves all rights in and to the Website and its content not expressly mentioned herein.
- 3.2 Any use of the Database and Software under these TC by the user shall be limited to research use only.
- 3.3 CENTOGENE grants to each user a non-exclusive, not sub-licensable and not transferable right to use the Software and Database for research.
- 3.4 CENTOGENE further grants to the user a non-exclusive, not sub-licensable and not transferable right to use Collected Data from the Database for the purpose of aiding the evaluation of genetic variants and respective variant classification. This license notably covers the right to view and filter the Collected Data on the website and to print out Collected Data shown for research purposes. For the avoidance of doubt: Any additional reproduction of the Collected Data, any storage outside the Database, collecting of the Collected Data and/or any other use of Collected Data is not covered by the license granted to the Client under this Sec. 3.
- 3.5 The user is entitled to use the company name, trademarks, logos and other commercial markings of CENTOGENE only after prior written consent and in individual cases. This shall notably apply to use in advertisements, press releases and reference lists. References to the Database may be made under applicable scientific standards in each case.

4. FREE USE

Usage of the Database and Software is – for the time being – free. CENTOGENE reserves the right to change such "free use"-concept at a later point of time.

5. LIMITATION OF LIABILITY REGARDING DATABASE, SOFTWARE AND COLLECTED DATA

- 5.1 All testing by CENTOGENE, which is referenced in the Database or the Collected Data, is done in accordance with the stipulations of the German Law and in particular the German Genetic Diagnostics Act (Gendiagnostikgesetz) as applicable and to CENTOGENE's best knowledge the Collected Data was obtained within generally acceptable medical, technical and commercial ranges of accuracy. CENTOGENE's testing laboratories are accredited in accordance with ISO 15189, or CAP/CLIA.
- 5.2 The variant classification system outlined on the Website and used for the Collected Data was developed by CENTOGENE and is based on its experience in numerous analyses in clinical diagnostics of the respective diseases. CENTOGENE shall not be liable by any application of this variant classification system or the classifications contained therein by any user to user's own research, interpretation of an analysis or diagnosis of a sample. The variant classification system and the classifications shown therein are solely based on statistical and medical experience and

research and may be incomplete and/or wrong. CENTOGENE shall not be liable if in a certain case a mutation of a sample analyzed by a user is classified as pathogenic although the Database or Collected Data suggest something different.

- 53 Except as stated in Sec. 5.4. to Sec. 5.6, CENTOGENE disclaims all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The liability of CENTOGENE as stated in Sec. 5.4. to Sec. 5.6 shall remain unaffected.
- 54 **Liability for Collected Data, Database, and Software:** CENTOGENE will use its best endeavors to always prepare Collected Data based on the newest available and published scientific findings. Due to the inherent risks associated with rapidly developing findings and the difficulty determining their true accuracy, CENTOGENE will not be liable for the accuracy and/or completeness of the Collected Data except for intentional or gross negligent conduct. In particular, CENTOGENE will not be liable for any damages caused by an incorrect use of the Collected Data, or a use non-compliant with these TC, and/or any incorrect evaluation or any incorrect diagnosis based on the Collected Data by a user or any other third person with access to the Database.
- 55 Apart from the aforementioned limitations in Sec. 5.4, the following shall apply:
- a) **Liability for Slight Negligence:** CENTOGENE is only liable for damages caused by slight negligence if such are due to a material breach of duty, which endangers the achievement of the objective of these, or to a failure to comply with duties the very discharge of which is an essential prerequisite for the proper performance of the TC.
 - b) **Damages typical for the usage under these terms:** In cases of the "Liability for Slight Negligence" section, the liability is limited to the damages which are typical for usage under these TC and which could have been foreseen. This shall also apply to damages caused by the gross negligence of an agent or an employee of CENTOGENE, who is not an officer or executive of such party.
 - c) **Indirect Damages:** Moreover, in the cases of the "Damages typical for usage under these terms" section, CENTOGENE shall not be liable for any indirect damages, consequential damages and loss of profit.
- 56 **Mandatory Liability:** With the exception of liability (i) under the German Product Liability Law, (ii) for defects after having given a guarantee for the quality of the products (Beschaffenheitsgarantie), (iii) for fraudulently concealed defects, (iv) for personal injury, loss of life or bodily harm and for (v) willful intent, the above limitations of liability in Sec. 5.4 and 5.5 shall apply to all claims for damages, irrespective of their legal basis.

6. LIMITATION OF LIABILITY REGARDING WEBSITE

- 61 **Accuracy, Completeness and Up-To-Dateness of Information on the Website:** CENTOGENE accepts no responsibility for the accuracy, completeness or up-to-dateness of the statements, Collected Data and/or information provided on the Website and the Database (hereinafter referred to as "**Information**"). The Information provided on the Website is for general information only and should neither be regarded as a reliable source nor as the sole basis for decisions, the user uses it at his/her own risk. CENTOGENE reserves the right to amend the content of the Website and the Database at any time, but has no obligation to verify or update the Information on the Website or to inform of amendments.
- 62 **Liability for links:** The Website may include links to external websites of third parties whose content is outside CENTOGENE's control and CENTOGENE does not accept any responsibility for such third-party content. Links are offered as a service and provided merely as a reference to third-party websites, which may contain further relevant information. All content on linked sites is the sole responsibility of the party offering such content or the operator of the linked website at all times. CENTOGENE provides these links for reference only and does not endorse or adopt the content on these websites. Users are expressly advised that views and opinions expressed on these websites do not necessarily reflect the views of CENTOGENE, which is not liable for any loss, damage or other harm resulting from the use of linked websites.

7. DATA PROTECTION/PERSONAL DATA

CENTOGENE is aware of the sensitivity of users personal data and is dedicated to protecting users privacy in collecting, processing and using personal data. Personal Data will be collected, processed and used in compliance with applicable laws. More details can be found in our Privacy Statement.

8. THIRD-PARTY COPYRIGHT NOTICE AND DISCLAIMER

Copyright Notice: The Website, Database and Software may contain and provide information from the Online Mendelian Inheritance in Man® (OMIM®) database, which has been obtained under a license from the Johns Hopkins University. The Website and the Database do not represent the entire, unmodified OMIM® database, which is available in its entirety at <http://omim.org/downloads>. Regarding OMIM® information: Copyright © 1996 – 2019, John Hopkins University, all rights reserved.

9. MISCELLANEOUS

- 91 Place of performance is Rostock, Germany. The exclusive place of jurisdiction for all disputes arising from or in connection with these TC and the usage of CentoLSD™ shall be the District Court of Berlin, Germany.
- 92 Should any of the provisions in the TC be invalid or unenforceable, this shall not affect the remaining provisions. The Parties agree now that they will replace the invalid or unenforceable provision with a valid and enforceable provision which comes as close as possible to the economic purpose of the replaced provision. The same applies if any gaps are discovered in the provisions.

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CENTOGENE AG